

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

CARDSOFT, INC. and CARDSOFT
(ASSIGNMENT FOR THE BENEFIT
OF CREDITORS), LLC;

Plaintiffs,

v.

VERIFONE HOLDINGS, INC.;
VERIFONE INC.; HYPERCOM
CORPORATION; INGENICO S.A.;
INGENICO CORP.; INGENICO INC.;
WAY SYSTEMS, INC.; SHERA
INTERNATIONAL LTD.; and
BLUE BAMBOO (USA), INC.;

Defendants.

Civil Action No. 2:08-cv-00098-TJW
JURY TRIAL DEMANDED

ANSWER TO DEFENDANT SHERA INTERNATIONAL LTD.'S COUNTERCLAIMS

Plaintiffs CardSoft, Inc., and CardSoft (Assignment for the Benefit of Creditors) LLC ("CardSoft"), by and through counsel, hereby respond to Defendant Shera International Ltd.'s counterclaims as follows:

Jurisdiction and Venue

58. This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, CardSoft admits subject matter jurisdiction and denies the remaining portions of the paragraph.

59. This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, CardSoft avers that the sentence is moot because CardSoft has admitted venue.

Parties

60. Admitted, upon information and belief.

61. Admitted.

62. Admitted.

63. This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, CardSoft avers that the sentence is moot because CardSoft has admitted personal jurisdiction and venue.

First Counterclaim

64. CardSoft repeats and reasserts each and every response contained in Paragraphs 58-63 above as if set forth fully herein.

65. CardSoft admits that it is the owner of all rights and interest in U.S. Patent No. 6,934,945 and U.S. Patent No. U.S. Patent No. 7,302,683. CardSoft further admits that it has filed a Complaint for Patent Infringement in the U.S. District Court for the Eastern District of Texas, Marshall Division, on March 6, 2008 and named Defendant Shera International Ltd. as a party.

66. Denied.

67. CardSoft admits that it filed a Complaint for Patent Infringement in the U.S. District Court for the Eastern District of Texas, Marshall Division, on March 6, 2008 and named Defendant Shera International Ltd. as a party. The remainder of this paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, the existence of an actual justiciable controversy is admitted and the remaining portions of the paragraph are denied.

68. Denied.

69. This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, the paragraph is denied.

Second Counterclaim

70. CardSoft repeats and reasserts each and every response contained in Paragraphs 56-69 above as if set forth fully herein.

71. CardSoft admits that it is the owner of all rights and interest in U.S. Patent No. 6,934,945 and U.S. Patent No. U.S. Patent No. 7,302,683. CardSoft further admits that it has filed a Complaint for Patent Infringement in the U.S. District Court for the Eastern District of Texas, Marshall Division, on March 6, 2008 and named Defendant Shera International Ltd. as a party.

72. Denied.

73. CardSoft admits that it filed a Complaint for Patent Infringement in the U.S. District Court for the Eastern District of Texas, Marshall Division, on March 6, 2008 and named Defendant Shera International Ltd. as a party. The remainder of this paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, the existence of an actual justiciable controversy is admitted and the remaining portions of the paragraph are denied.

74. Denied.

75. This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, the paragraph is denied.

Jury Demand

This paragraph contains legal assertions to which no response is necessary. To the extent that a response is necessary, the paragraph is denied.

Prayer

CardSoft denies that Defendant Shera International Ltd. is entitled to any relief, and prays that the Court enter judgment in CardSoft's favor as to each and every one of Shera International Ltd.'s Counterclaims.

Affirmative Defense

Defendant Shera International Ltd. cannot state any claim upon which relief may be granted.

Respectfully submitted,

/s/ Thomas W. Sankey

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Attorneys for Plaintiffs CARDSOFT, INC.
and CARDSOFT (ASSIGNMENT FOR
BENEFIT OF CREDITORS), LLC.

Date: April 21, 2009

CERTIFICATE OF SERVICE

I, hereby certify that on this 21st day of April 2009, I caused to be served a true and correct copy of the foregoing document upon the all counsel of record in the within civil action through ECF.

/s/ Thomas W. Sankey
Thomas W. Sankey